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10 Attorney for
11 ACCO ENGINEERED
12 SYSTEMS, INC.

13 UNITED STATES BANKRUPTCY COURT
14 NORTHERN DISTRICT OF CALIFORNIA
15 SAN FRANCISCO DIVISION

16 In re
17 PG&E CORPORATION,
18 and
19 PACIFIC GAS AND ELECTRIC
20 COMPANY
21 Debtors.

Case No. 19-30088 DM (Lead Case)

(Jointly Administered with Case No. 19-30089 DM)

Chapter 11

**NOTICE OF CONTINUED
PERFECTION OF MECHANICS LIEN
PURSUANT TO 11 U.S.C. § 546(b)(2)**

- 22 ☐ Affects PG&E Corporation
23 ☐ Affects Pacific Gas and Electric
24 Company
25 ☐ Affects both Debtors.
26 * All papers shall be filed in the
27 Lead Case No. 19-30088 DM.

28 ACCO Engineered Systems, Inc. ("ACCO"), by and through its undersigned
counsel, hereby gives notice of continued perfection of its mechanics lien under 11 U.S.C.
§ 546(b)(2), as follows:

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Notice of Continued Perfection of Mechanic Lien Pursuant to 11 U.S.C. § 546(b)(2) - Case No. 19-30088 DM

497759.1

1 1. ACCO is a corporation that has provided and delivered labor, services,
2 equipment, and/or materials for the construction and improvement of projects on real
3 property located in the County of Alameda, State of California (the "Property") and owned by
4 PG&E Corporation and/or Pacific Gas and Electric Company (collectively, the "Debtors").

5 2. Through May 17, 2019, the amount owing to ACCO is at least
6 \$288,125.53.

7 3. ACCO properly perfected its mechanics lien under California Civil
8 Code §§ 8400, et seq., by timely recording its mechanics lien ("Claim of Lien") in the
9 Official Records of the County of Alameda, State of California, as more fully described in its
10 Claim of Lien, a true and correct copy of which is attached hereto as Exhibit A.

11 4. Pursuant to California Civil Code § 8400, an action to enforce a lien
12 must be commenced within 90 days after recordation of the claim of lien. However, due to
13 the automatic stay set forth in 11 U.S.C. § 362, ACCO is precluded from filing a state court
14 action to enforce its Claim of Lien. 11 U.S.C. § 546(b)(2) provides that, when applicable law
15 requires seizure of property or commencement of an action to perfect, maintain, or continue
16 the perfection of an interest in property, and the property has not been seized or an action has
17 not been commenced before the bankruptcy petition date, then the claimant shall instead give
18 notice within the time fixed by law for seizing property or commencing an action. See 11
19 U.S.C. § 546(b)(2); *In re Baldwin Builders*, 232 B.R. 406 (9th Cir. 1999).

20 5. Accordingly, ACCO hereby provides notice of its rights as a perfected
21 lienholder in the Property pursuant to California's mechanics lien law. ACCO is filing and
22 serving this notice to preserve, perfect, maintain, and continue the perfection of its Claim of
23 Lien and its rights in the Property to comply with the requirements of California state law, 11
24 U.S.C. §§ 362(a), 362(b)(3), and 546(b)(2), and any other applicable law. This notice
25 constitutes the legal equivalent of having commenced an action to foreclose the lien in the
26 proper court. By this notice, the Debtors and other parties in interest are estopped from
27 claiming that the lawsuit to enforce ACCO's Claim of Lien was not timely commenced
28 pursuant to applicable state law. ACCO intends to enforce its lien rights to the fullest extent

1 permitted by applicable law. The interests perfected, maintained, or continued by 11 U.S.C.
2 § 546(b)(2) extend in and to the proceeds, products, offspring, rents, or profits of the
3 Property.

4 6. The filing of this notice shall not be construed as an admission that such
5 filing is required under the Bankruptcy Code, the California mechanics lien law, or any other
6 applicable law. In addition, ACCO does not make any admission of fact or law, and ACCO
7 asserts that its lien is senior to and effective against entities that may have acquired rights or
8 interests in the Property previously.

9 7. The filing of this notice shall not be deemed a waiver of ACCO's right
10 to seek relief from the automatic stay to foreclose its mechanics lien and/or a waiver of any
11 other rights or defenses.

12 8. ACCO reserves all rights, including the right to amend or supplement
13 this notice.

14
15 Dated: August 7, 2019

ROGERS JOSEPH O'DONNELL

16
17 By: /s/ Tyson Arbuthnot
18 TYSON ARBUTHNOT

19 Attorney for
20 ACCO ENGINEERED SYSTEMS, INC.